

GENERAL CONDITIONS OF SALE

1. General notes

1.1. Introduction

Maltempi Srl, hereinafter also Maltempi, (VAT number 01040430199) with registered office in Via Malignani 1/A – 33074 – Fontanafredda, Pordenone (PN) , is the owner of the domain <https://maltempiboutique.com/> and the related E-commerce which allows Customers to purchase the Products offered therein online.

The sale and purchase of the Products is governed entirely by the provisions of these Terms and Conditions of Sale (hereinafter also “General Conditions”).

1.2. Terms and Conditions of Service

This document regulates exclusively the purchase of Products accessible through E-Commerce, pursuant to Legislative Decree 70/2003.

For all communications with Maltempi the following email addresses must be used: info@maltempisrl.com (for general information), shop@maltempiboutique.com (for Customer Service), pec ; maltempi.srl@legalmail.it or by sending a registered letter with return receipt to the registered office of Maltempi in Via Malignani 1/A – 33074 – Fontanafredda, Pordenone (PN) (for any communication with legal relevance).

Before proceeding with the purchase of the Products, the Customer is required to carefully read this document, which will be considered fully known and accepted by the Customer from the moment in which the latter purchases the Products offered in the E-commerce.

1.3. Changes to the General Conditions

Maltempi reserves the right to modify the General Conditions, including by inserting additional and different terms and conditions.

The Customer's acceptance of any changes to the General Conditions will take place at the time of purchase by placing a Flag.

2. Glossary

Account : the profile created by the Customer within the E-commerce (with the insertion of email and password) to facilitate the purchasing process, the viewing of information relating to their profile as well as the list of their orders and their relative status.

Brand : distinctive sign (by way of example and not limited to: commercial name, logos, designs, models and any other identifying element) of the Products marketed by Maltempi within its E-commerce and which may also belong to companies other than Maltempi.

Cart : digital E-commerce feature that allows Customers to virtually collect one or more Products they intend to purchase before proceeding with Checkout and payment.

Checkout : operation performed by the Customer when, after having chosen the Products, he intends to proceed with the subsequent purchasing phases.

Customer : a natural person, of legal age and with full capacity to act, who adheres to these Terms and Conditions. The Customer is a consumer, i.e. someone who purchases even just one of the products on the E-commerce for reasons that cannot be attributed predominantly either to his/her commercial occupation or to that of a self-employed worker.

General Conditions of Sale or General Conditions: are the terms and conditions of sale, i.e. the contractual provisions described in this document which establish the legal framework which applies to the use of the E-Commerce and to all purchases made therein.

Order confirmation : summary email sent by Maltempi to the Customer at the email address provided by the latter during the purchase phase.

Composition : sheet containing the summary description of each Product.

E-commerce : online platform owned by Maltempi, identifiable via the URL <https://maltempiboutique.com/>, accessible via the web or through smartphone and tablet applications, through which the Customer can view and/or purchase one or more Products belonging to different Brands.

Flag: ticked by the Customer in specific pre-arranged spaces to accept clauses, contractual conditions and/or information.

Order: the formal request sent by the Customer to Maltempi for the purchase of one or more Products via E-commerce.

Contracting parties : Maltempi and the Customer who, by purchasing the Products via E-commerce, accepts these General Conditions.

ODR Platform: European platform for online resolution of consumer disputes.

Products: the goods on sale in the E-commerce belonging to Brands, which may include, by way of example and not limited to: clothing, shoes, accessories, bags and any other item that Maltempi will decide to include in its E-commerce.

Registration: process that allows the creation of an Account within the E-commerce by the Customer, facilitating the purchase of the Products.

Tracking Number : code that allows the Customer to follow the path of the Order by verifying its position, delivery status and arrival date. The code will be sent to the Customer via email after order confirmation.

3. How to use E-commerce

Maltempi, through its E-commerce, offers Customers the opportunity to purchase a selection of Products belonging to various specially selected Brands, including clothing, footwear, accessories, bags, and other related consumer items.

Maltempi reserves the right to implement or reduce the categories and types of Products at its discretion.

All the Products available in the E-commerce are described in the Composition , which illustrates their characteristics (by way of non-exhaustive example: model, variant, colour, and material) in order to provide Customers with all the information necessary to make an informed choice.

The Products offered are subject to the availability of the Brands at the time of the Order. Maltempi reserves the right to update the offer of Products in the E-commerce at any time, varying the assortment both in terms of type and quantity available, without the need for prior notice to Customers.

Maltempi ensures the quality of all the Products offered in the E-commerce, guaranteeing their authenticity and quality standard.

3.1. Minimum conditions for purchasing the Products

The sale of all Products present in the E-commerce is intended for adult Customers who have full legal capacity and who are consumers.

The individual who has not reached the age of majority may purchase the Products present on the E-commerce only by involving a parent or guardian.

Any activity carried out in violation of these General Conditions authorizes Maltempi to suspend and/or deactivate any Account created within the E-commerce and to prohibit its use by any Customer.

3.2. Registration

To purchase the Products present in the E-commerce, it is necessary to enter the requested personal data.

Registration is a one-time process and is free, and can be used for any purchase via E-commerce.

In consideration of the above, the Customer is solely responsible for the access credentials to the Account which will be created at the time of Registration by the Customer himself.

The E-commerce does not keep any trace of the password chosen by the Customer, which in case of loss can be renewed by the Customer himself through the appropriate procedure.

By registering, the Customer declares under his own responsibility:

- of having reached the age of majority and of having the capacity and powers to enter into contracts;
- that the data provided are correct and truthful;
- to be a consumer as provided for in art. 3 of the Consumer Code;
- to fully accept the provisions of the General Conditions.

4. Distance contract: object and method of purchase

These General Conditions constitute a distance contract, therefore it will be considered concluded through the express acceptance of the Terms and Conditions of Service by means of Flags placed by the Customer both during registration and purchase, equivalent to the subscription of the same.

4.1 Object of the contract

The object of this contract is the Products described and made available by Maltempi in the E-commerce which can be purchased by the Customer upon payment of the relevant price, as indicated during the purchase phase in the Cart, as well as Registration in the E-commerce.

4.2. Methods of purchasing the Products

Browsing within the E-commerce is free, therefore not subject to any Registration. The Customer can select the Products of his interest and add them to the Cart.

By accessing the Cart, the Customer can check the details of the Order, including the selected Products, the quantities and the total price.

You can change your Order at any time, as long as it is before Checkout.

To complete the Order, the Customer must proceed to checkout by entering the requested information or by logging in if the Customer is a registered Customer.

The purchase will be concluded with the confirmation of the Order by the Customer and with the relative payment of the price.

Following the purchase, the Customer will receive the Order Confirmation at the email address used to register for the E-commerce.

The Customer undertakes to verify the accuracy of the data contained in the order confirmation.

In the event of failure to communicate, the data communicated must be considered correct and, therefore, in the event of an error, no responsibility can be attributed to Maltempi.

The order number, generated by the system, must be used by the Customer in all communications.

Maltempi may not process purchase orders that are incomplete or incorrect or come from parties other than the Customer, as well as if they do not comply with its commercial policy. In these cases, Maltempi will inform the Customer, by email, that the Order has not been accepted. Maltempi, in fact, may accept or not the Orders at its sole discretion.

4.3. Prices

The prices of all Products offered for sale in the E-commerce are specifically indicated.

Unless otherwise indicated in writing, they are expressed in euros (€) and include VAT.

Shipping costs are expressly indicated and quantified before Checkout during the purchase of the Products.

Please note that for shipments outside the European Union, shipping costs do not include customs duties and import taxes, which will be attributable exclusively to the Customer.

The applicable prices are those indicated in the E-commerce at the time of order confirmation by the Customer.

Prices may be subject to updates which will however be indicated in the E-commerce. However, such changes will not affect Orders for which the Order Confirmation email has already been sent by the Company itself.

4.4 . Payment Methods

Payment can be made in the following ways:

- Payment on Paypal platform
- Credit cards

as specified from time to time in the relevant E-commerce section.

It is specified that at no time during the purchase procedure will Maltempi be able to know the information transmitted by the Customer, via a connection protected by an encrypted protocol, directly to the site that manages the electronic payment.

Maltempi will not retain such data and, therefore, in no case can it be held responsible for any fraudulent or improper use of such information.

For each Order placed, Maltempi issues an invoice for the purchased Product, addressing it with the data provided by the Customer during Registration and to the Account email address, pursuant to art. 14 DPR 445/2000 and Legislative Decree 52/2004.

4.5. Execution of the Order

The Order will not be processed until the indicated price, together with VAT and shipping costs, has been correctly paid.

5. Shipping and delivery

5.1. Shipping and delivery terms and conditions

Maltempi ships worldwide.

Upon shipment, the Customer will receive an email containing the Tracking Number to track the Order.

To be aware of shipping times and costs, the Customer can view the information at the following link:
<https://maltempiboutique.com/terms-and-conditions/>

In any case, during the Checkout phase, these indications will be present in the summary and in the Order Confirmation email.

5.2. Checks by the Customer

Once the package has been received from the carrier and before signing for receipt of the purchased Products, the Customer must carefully inspect it, taking care to check for any alterations to the packaging, breakages, deformations, wetting, etc.

In the event that the package has undergone alterations resulting from its opening for customs checks or requests from the Authority, the package will be closed with a guarantee or control seal by the inspecting body.

Therefore, if the package appears to have been tampered with or the original adhesive tape is not intact, the Customer may:

- sign the receipt of the package with reservation or
- refuse delivery of the same.

Otherwise, if the Customer does not sign with reservation or accepts the package, the delivery will be considered accepted with consequent exemption of Maltempi from any liability. Any complaint in this sense will be rejected.

6. Right of withdrawal. Product return

6.1. How to exercise the right of withdrawal

The Customer has the right to withdraw from the contract, without indicating the reasons, within fourteen (14) days from the day of delivery of the Products.

After the aforementioned 14-day period has elapsed, the Customer will no longer be able to exercise the right of withdrawal.

To exercise the right of withdrawal, the Customer must give formal notice to Maltempi by filling out the default form .

In the event of exercising the right of withdrawal, the Customer will receive a confirmation email containing the Return Authorization Number (RAN) and instructions for returning the goods. Once the item has been packaged, the Customer must apply the self-adhesive label received externally and, in the case of shipments from outside, the Customer must also attach the commercial invoice received with the delivery of the Product.

The collection will be automatically booked for the first working day following receipt of the RAN.

Once the communication has been received, Maltempi will send a confirmation of receipt of the withdrawal communication to the email address communicated by the Customer during Registration or to the email entered in the form if the Customer has not created his/her own Account.

6.2. Methods of returning the Product by the Customer

The Customer must return the Products in perfect condition, therefore they must not have been used or washed, must be presented without any trace of use and complete with all the accessories included (such as boxes, cases, hangers and original Brand tag) kept intact, without damage. The warranty seal must also be present.

If the items are returned in conditions other than those established in these General Conditions, Maltempi will not refund the Customer and the Products will be sent back to the latter.

As regards the return of Products to be carried out within the Italian national territory, the first return relating to each Order will be paid by Maltempi. A fixed cost will be applied to all subsequent returns relating to the same Order, paid by the Customer as a contribution for the shipping costs incurred by Maltempi.

The applicable costs to be paid by the Customer can be consulted at the following link: <https://maltempiboutique.com/terms-and-conditions/> (RETURNS AND REFUNDS)

6.3. Refunds

Only after receiving the Product and carrying out the appropriate checks as described above, Maltempi will refund the Customer the price paid for the purchase of the Product using the same payment method used by the Customer for the purchase.

Following the appropriate checks, Maltempi will communicate via email to the Customer whether or not the refund request is acceptable and the refunded amount will be credited to the Customer within 14 days of the return of the Product.

6.4. Product Exchange (Return)

If the Customer wishes to change the size or color of a Product or return a defective Product, the Customer must make the request to Maltempi according to the procedures described in art. 5.1.

Maltempi will provide you with a free replacement, only if the requested size or color is available or if Maltempi finds the disputed defect, after sending a confirmation email containing all the instructions for proceeding with the return.

The new Product will be shipped as soon as the return is received, processed and verified by Maltempi.

7. Product guarantees and conformity

Maltempi guarantees the conformity of all the Products present in the E-commerce, pursuant to the Italian Consumer Code.

In the event of delivery of non-compliant Products, the Customer has the right, without additional costs, to:

- repair or replacement of the Product at Maltempi's discretion, or
- a reduction in price, where the repair/replacement is excessively expensive or Maltempi has not provided for it, or
- termination of the contract, if the above remedies have not been satisfied.

The Customer must communicate to Maltempi the lack of conformity within 26 months of delivery of the Products, under penalty of forfeiture of the right to exercise, pursuant to art. 134 of the Italian Consumer Code.

The Customer must provide a detailed description of the disputed defect and, consequently, Maltempi will carry out the appropriate checks, also providing the most appropriate instructions for proceeding with the return of the defective Product.

Any damage or unsuitability of the Product resulting from improper use by the Customer excludes the exercise by the latter of the relevant guarantee.

8. Bad Weather Obligations

Maltempi undertakes to guarantee the correct functioning of the E-commerce and the availability of the Products present within it, as described in these General Conditions, undertaking to provide evidence of their availability.

Maltempi is committed to ensuring the accuracy of the information and the quality of the Products present in the E-commerce.

9 . Disclaimer

Maltempi will not be held responsible for any damage suffered by the Customer caused by the latter, such as errors, inaccuracies in the data provided that may prevent the complete or partial management of the Order in the agreed times and ways.

Maltempi assumes no responsibility for any damage resulting from unauthorized access, deletion, modification or alteration by unauthorized third parties of the information sent by the Customer, who is always responsible for the data provided and the correct management of his account.

Should the Customer suffer damages or fraud or illicit acts caused by incorrect use and management of his/her Account and/or credentials, Maltempi will not be held responsible.

Although Maltempi undertakes to keep the information regarding the availability of the Products offered on the E-commerce updated, situations may arise in which the Product ordered by the Customer is not actually available due to circumstances such as, by way of example and not limited to, the simultaneous purchase of the same single Product at a physical point of sale by another Customer, malfunction of the E-commerce which indicates that a Product is available which is actually out of stock, misalignment in the updating of warehouse stock, etc.

In such case, if an Order has been confirmed and the relative payment has been made, Maltempi undertakes to promptly notify the Customer of the unavailability of the Product. The Customer will have the option to choose between replacing the Product with another of equivalent or higher value, paying in the latter case the additional charges, or to receive a full refund of the amount paid, which will be made on the basis of what is indicated in art. 6.3.

The Customer accepts that such situations may occur and expressly waives any claim for compensation and/or damages other than the refund or replacement of the Product.

10. Force majeure

Maltempi shall not be held liable for failure to perform or delay in performing any of its obligations under these General Conditions of Sale, if such failure or delay is caused by fortuitous events or circumstances beyond its reasonable control, including, without limitation, natural disasters, wars, insurrections, terrorist acts, embargoes, riots, strikes, epidemics, pandemics, interruptions or delays in transport or communications, shortages of supplies of goods and/or raw materials, power outages or computer system failures, government orders or restrictions imposed by public authorities (hereinafter referred to as "Force Majeure Events").

In the event of a Force Majeure Event, the Company's performance of its obligations will be suspended for the duration of such event.

The Company undertakes to inform the Customer of the occurrence and conclusion of a Force Majeure Event as soon as possible and to use its best endeavours to limit the consequences of such event.

If the Force Majeure Event continues for a period exceeding 60 days, both parties will have the right to withdraw from the contract without this giving rise to any right to compensation or indemnity from Maltempi. In this case, Maltempi undertakes to reimburse the Customer for any payments already made for Products not yet shipped.

11. Rights to use the contents present in the E-commerce

The contents present in the E-commerce (including but not limited to texts, graphics, logos, button icons, images, data compilations and software), are covered by copyright and managed exclusively by Maltempi.

Any use of the contents or trademarks present in the E-commerce is expressly prohibited.

12. Bad Weather Rights

Maltempi reserves the right to refuse Customer Registration and/or Orders without providing explanations, where the provisions described in these General Conditions are not respected. In this case, the data transmitted by the Customer to Maltempi will be immediately deleted.

If the Customer provides false, inaccurate, outdated or incomplete data, or Maltempi has reasonable grounds to suspect that such data is false, inaccurate, outdated or incomplete, the latter has the right to:

- immediately suspend or terminate the Customer's Account in question, without notice
- to refuse to process Orders and ship Products, without the registered Customer being entitled to a refund of any amount previously paid.

In any case, Maltempi reserves the right to contact the Customer at any time to verify the data and information entered.

Maltempi reserves the right to modify options or features present on the Site and on any other media, without the prior consent of the Customers.

Violation of these General Conditions may lead to the deactivation and cancellation of the account and to the failure to execute the Orders sent by the Customer, without this entailing any liability on the part of Maltempi.

13. Obligations of the Customer

The Customer is responsible for protecting his/her Account from unauthorized access and any fraudulent use.

The Customer is therefore invited to promptly communicate to Maltempi at the following email address shop@maltempiboutique.com any unauthorized or fraudulent use of his/her Account or any suspicion that his/her account may be at risk.

In light of such communications, Maltempi has the right to close or delete the Account of any registered Customer in the event of unauthorized or fraudulent use of the Account itself.

The Customer undertakes to provide all information and documents useful or requested by E-commerce or Maltempi necessary for the execution of this contract.

14. Cancellation of the Account by the Customer

The Customer has the right to cancel his Account at any time, without having to provide a reason.

15. Processing of personal data

Maltempi manages the Customer's personal data in compliance with current privacy legislation.

The Customer can view the Privacy Policy by clicking on the following link: <https://maltempiboutique.com/privacy/>

16. Online dispute resolution

Since the Customer has the status of consumer pursuant to art. 3, paragraph 1, letter a) of the Italian Consumer Code, in the event of disputes, through the ODR platform (<https://ec.europa.eu/consumers/odr/>) he/she will be able to consult the list of ADR bodies, find the link to the website of each of them and start an online dispute resolution procedure in which he/she is involved.

17. Applicable law, language and exclusive jurisdiction

These General Conditions and any dispute relating to the interpretation, execution or resolution of the contract between Maltempi and the Customer will be governed by and interpreted in accordance with the laws of the Italian State.

The language used for the resolution of any dispute, drafting and interpretation of these General Conditions will be Italian. In the event of a discrepancy between the Italian language version and versions in other languages, the Italian language version will prevail.

For any dispute that may arise in relation to these General Conditions of Sale, to the sales contract between the Customer and Maltempi or to the use of E-commerce, the Customer undertakes to participate in good faith in an attempt to resolve the dispute amicably. If this attempt does not lead to the resolution of the dispute, the court of the place of residence or domicile of the Customer, if located in Italian territory, will have exclusive jurisdiction. For Customers with residence or domicile outside of Italian territory, the provisions set forth in EU Regulation 1215/2012 and its subsequent amendments apply.

18. Safeguard clause

If any clause of the General Conditions is or becomes completely or partially invalid, this will not affect the remaining clauses.

19. Contacts

Via Malignani 1/A, Fontanafredda, 33074

Pordenone (PN), Italy.

For information: info@maltempisrl.com

For Customer Service: shop@maltempiboutique.com

Certified e-mail : maltempi.srl@legalmail.it